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Traffic Agreement.

Saint Paul and Northern Pacific Railway Co.,

Northern Pacific Railroad Co.,

—AND—

Saint Paul and Saint Croix Falls Railway Co.

November 15, 1887.



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TRAFFIC AGREEMENT

BETWEEN THE

Saint Paul ^{AND} Northern Pacific Railway Co.,

THE

NORTHERN PACIFIC RAILROAD COMPANY,

AND THE

Saint Paul and Saint Croix Falls Railway Co.

DATED NOVEMBER 15, 1887.



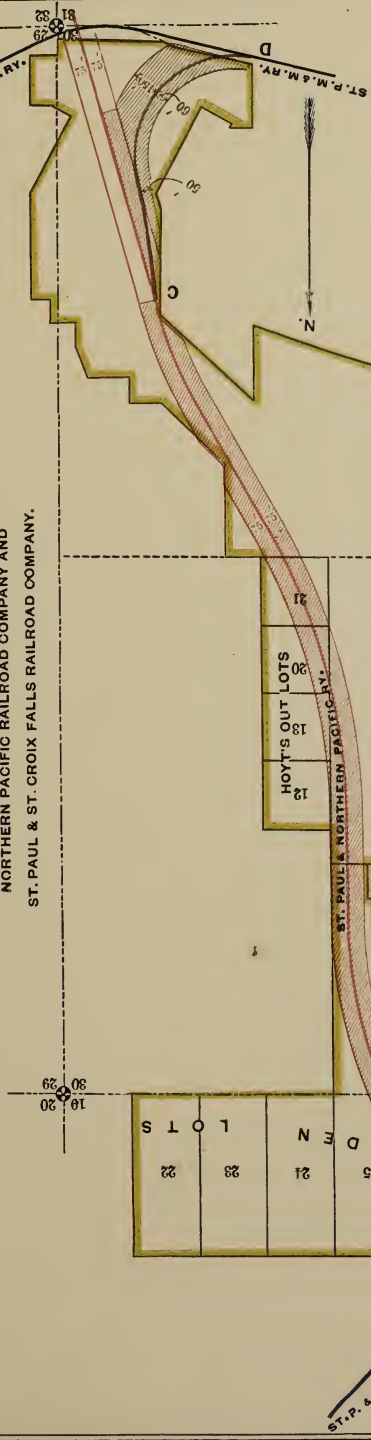
NEW YORK

25059

ST. PAUL & NORTHERN PACIFIC RAILWAY - MAP OF LINE 'A'

Contract of

ST. PAUL & NORTHERN PACIFIC RAILWAY COMPANY,
NORTHERN PACIFIC RAILROAD COMPANY AND
ST. PAUL & ST. CROIX FALLS RAILROAD COMPANY.



EXPLANATION:

- Right of way for the part of the main line of the St. Paul and Northern Pacific Railway Co., that is leased to the St. Paul & St. Croix Falls R. R. Co.
- Right of way required for the connection Y of the St. Paul & St. Croix Falls R. R. Co.
- Right of way required for the connection with the track of the St. Paul, Minneapolis & Manitoba Ry. Co.
- Boundary of the property of the St. Paul and Northern Pacific Ry. Co.

Scale 950 ft. to 1 inch

THOS. F. OAKES,

OF SAINT PAUL COMPANY

ROBERT HARRIS,

OF PACIFIC COMPANY

HENRY B. WENZELL,

OF ST. CROIX COMPANY

ENG. BY AM. BANK NOTE CO. N. Y.

NOTE

A to B	0.284 Miles
B to C	0.805 "
Total Main Line	1.089 Miles
C to D	0.303 Miles

1118083

This Agreement,

Made and entered into by and between the

Saint Paul and Northern Pacific Railway Company,

A corporation organized and existing under and by virtue of the
laws of the State of Minnesota, and
hereinafter called

“THE SAINT PAUL COMPANY,”

PARTY OF THE FIRST PART;

THE

Northern Pacific Railroad Company,

A corporation created by and existing under the laws of the United
States, and hereinafter called

“THE PACIFIC COMPANY,”

PARTY OF THE SECOND PART,

AND THE

Saint Paul and Saint Croix Falls Railway Company,

A corporation created, organized and existing under and by
virtue of the laws of the State of Minnesota,
and hereinafter called

“THE SAINT CROIX COMPANY,”

PARTY OF THE THIRD PART,

WITNESSES:

Whereas, the Saint Paul Company is authorized, among other things, to construct and operate a line of railroad from the town of Brainerd, by way of Minneapolis and Saint Paul, to the town of Mankato in the State of Minnesota, and has constructed its said line from Brainerd to the city of Saint Paul by way of Minneapolis, and expects to obtain a connection with the tracks of the Saint Paul Union Depot Company at the centre of Third Street, in said city of Saint Paul, and has, by an indenture of contract or lease dated the first day of June, A.D. 1883, demised and granted to the Pacific Company, for the term of nine hundred and ninety-nine (999) years, all of its railroad and lines of railroad constructed and to be constructed; and

Whereas, the Saint Croix Company is now constructing, and has nearly completed, a line of railroad from Lake Phalen Junction, so called, in Section Fifteen (15), Town Twenty-nine (29) North, Range Twenty-two (22) West; thence in a westerly and southwesterly direction to a point of connection with the tracks of the Saint Paul Company in Section Nineteen (19), Town Twenty-nine (29) North, Range Twenty-two (22) West, and desires to obtain railroad connection with the tracks of the Saint Paul Company, and the right to use the several portions

thereof, hereinafter more particularly described, in common with such other railroad companies as the said first and second parties hereto, or either of them, have heretofore admitted, or may hereafter admit to the use of such tracks.

Now, therefore, in consideration of the sum of one dollar (\$1.00), by each to the other paid, and of the mutual covenants, promises and agreements hereinafter contained, the parties hereto do mutually covenant, promise and agree as follows :

ARTICLE FIRST.

Section 1.—The said first and second parties do hereby give and grant unto the Saint Croix Company the right, at its sole proper cost and expense, to lay down, construct, maintain and operate its railway to a connection with the track of the Saint Paul Company at the points marked "A" and "B," upon the plat hereunto attached and made part hereof and marked "Exhibit One," and hereinafter called Trout Brook Junction, such points so designated being the respective termini of the arms of the "Y" of said Saint Paul & Saint Croix Falls Railway, whereat, wherever said Saint Croix Company proposes and expects to transfer to and from the said railroad of the Saint Paul Company from and to its own line of railway, such freight trains and passenger trains as are destined to or from Saint Paul or Minneapolis and Minnesota Transfer; from or to points upon said Saint

Croix Falls Railway and its connections; and said first and second parties do hereby give and grant unto the Saint Croix Company the right, in perpetuity, to occupy with the arms of the "Y" of its said railroad, making such connection with the said railroad of the Saint Paul Company, all that part of Lots Twelve (12), Thirteen (13), Fourteen (14), Twenty-five (25) and Twenty-six (26), Bass' Garden Lots, city of Saint Paul, Ramsey County, Minnesota, in Section Nineteen (19), Township Twenty-nine (29) North, Range Twenty-two (22) West, which is included within lines each drawn parallel to, and distant fifty (50) feet from, on either side of the centre line of the track comprising said "Y," respectively. The parties hereto do hereby agree that the map hereto attached, whereon said lines of railway are delineated, signed by Thomas F. Oakes as Vice-President of, and on the part of, the Saint Paul Company; by Robert Harris as President of, and on the part of, the Pacific Company; and by Henry B. Wenzell, as President of, and on the part of, the Saint Croix Company, shall be, and is hereby made a part of this agreement for the purpose of identification and explanation, as specifically referred to herein, subject, however, to the right of the parties of the first and second part to locate and build additional main tracks upon the north or northeasterly side of the main tracks of the Saint Paul & Northern Pacific Railway as now located and constructed, such additional tracks not to interfere materially with the connection at Trout Brook Junction hereby granted.

Section 2.—It is mutually agreed that said connections at said points A and B shown on said map shall be made by the Saint Paul Company, but at the sole cost and expense of the Saint Croix Company, to be paid by it to the Pacific Company upon its demand; and that the value of the land occupied by said tracks upon the premises last above described is included within the agreed valuation stated in Section Three of the next ensuing Article, and that the expense of maintaining said connections shall be included in, and form part of, the cost and expense of maintenance of the track between the points B and C, to which the Saint Croix Company is bound to contribute under Article Fourth of this Agreement.

ARTICLE SECOND.

Section 1.—The Pacific Company does hereby let, demise and lease unto the Saint Croix Company, for the term hereinafter limited, the right to run its trains, cars and engines, handled by its own trainmen, upon, over and along all that portion of the tracks of the Saint Paul Company lying and being between the point marked A, at Trout Brook Junction, so called, and the point marked B, respectively, shown on said map hereunto attached. The right to the use of said tracks shall extend to and include all side tracks and other appurtenances thereto, now existing or which may hereafter be or become necessary or convenient for use in the running and operating of the trains.

Section 2.—The Saint Croix Company hereby covenants and agrees to and with the Pacific Company to pay unto the Pacific Company, as rental for the use and occupation of the railway, property and appurtenances described in Section One of this Article, and in Section One of Article First of this Agreement, monthly, and for each and every month of said term, in gold coin of the United States, of or equal to the present standard of weight and fineness, a sum of money equal to one-twelfth (1-12th) part of the annual interest at two (2) per cent. on the value of the said railway, property and appurtenances, as such value now is or hereafter shall be established by or under the provisions of this contract. The said rental shall begin to accrue when the said Saint Croix Company shall commence the use of the facilities hereinabove demised and granted unto it, but not later than the first day of December, A.D. 1887.

Section 3.—The sum of ninety-two thousand dollars, is hereby mutually agreed as the entire present value, at the date of this Agreement, of the railway property and appurtenances described in Section One (1) of this Article and in Section One (1) of Article First of this Agreement, upon which the rental to be paid by the Saint Croix Company therefor shall be computed, until such value shall, in consequence of additions and improvements thereto, be increased under the provisions of this Agreement.

ARTICLE THIRD.

Whereas, the Saint Croix Company desires to obtain connection with the tracks and right of way of the Saint Paul, Minneapolis & Manitoba Railway Company at or near Mississippi Street in said city of Saint Paul; and

Whereas, under and by virtue of a certain contract wherein the Saint Paul, Minneapolis & Manitoba Railway Company is named as party of the first part, and the Minnesota, Saint Croix & Wisconsin Railroad Company is named as party of the second part, dated the seventeenth day of July, A.D. 1886, reference whereto is hereby made for greater certainty, as to the terms and conditions thereof, the said Saint Paul, Minneapolis & Manitoba Railway Company has consented and agreed that a connection with its tracks at or near Mississippi Street, in said city of Saint Paul, at or near the point marked "D" on said map hereunto attached and made part hereof, with the tracks of the Saint Paul Company may be made substantially upon the line and in the manner shown and set forth by said map, and that, subject to the limitations and conditions therein prescribed and limited, the Saint Croix Company may run certain of its trains to and from the said tracks of the Saint Paul, Minneapolis & Manitoba Railway Company over and by means of such connection; and

Whereas, the said Saint Paul Company has built a track from the point upon its line of road marked "C" upon said map hereunto attached, said point marked "D" upon said Saint Paul, Minneapolis & Manitoba tracks, and the Saint Paul Company and the Pacific Company are willing to admit the Saint Croix Company to the use of such connecting track as hereinafter provided, for the consideration and upon the terms herein stated :

Now, therefore, the parties hereto agree as follows :

Section 1.—The sum of thirty-seven thousand dollars is hereby mutually agreed as the entire present value at the date of this Agreement, of the railway and property, comprising and appurtenant to said connecting track, upon which the rental to be paid by the Saint Croix Company therefor shall be computed, until such value shall, in consequence of additions and improvements thereto, be increased under the provisions of this Agreement.

Section 2.—The Pacific Company agrees to, and it does hereby, lease, let, demise and grant unto the Saint Croix Company the right to run its trains, cars and engines upon and over the same, for the term hereinafter limited, and for the rental hereinafter reserved.

Section 3.—The Saint Croix Company hereby covenants and agrees to and with the Pacific Company, subject to Section Five (5) of this Article, to pay unto the

Pacific Company, as rental for the use of said connecting track, monthly, and for each and every month of said term, in gold coin of the United States, of or equal to the present standard of weight and fineness, a sum of money equal to one-twelfth (1-12th) part of the annual interest at six (6) per centum on the value of said track and the property occupied thereby. The said rental shall begin to accrue when the said Saint Croix Company shall commence to use the said connecting track, but not later than the first day of December, A.D. 1887.

Section 4.—If the first and second parties hereto, or either of them, shall at any time use the said connecting track in common with the Saint Croix Company, or failing such use by either of them, shall admit any other single corporation or person to a common or joint use thereof with the Saint Croix Company, then and thenceforth the monthly rental to be paid therefor by the Saint Croix Company to the Pacific Company shall be the sum of one-twelfth (1-12th) part of the annual interest at three (3) per centum on the value of said connecting track and the property occupied thereby, payable in manner and form aforesaid. And if the Saint Paul Company and the Pacific Company, or either of them, shall, during the term hereof, admit any other corporation or corporations or parties to the use of said connecting track in common with them, or either of them, and said Saint Croix Company, or if at any time two or more

independent corporations shall be entitled to the use of said track in common with said Saint Croix Company, then and thenceforth the monthly rental to be paid therefor by the Saint Croix Company shall be only, but never less than, the sum of one-twelfth (1-12th) of the annual interest at two (2) per centum of the value of said connecting track, payable in manner and form aforesaid.

Section 5.—The Pacific Company hereby assumes all and singular the obligations imposed in said contract between the St. Paul, Minneapolis & Manitoba Railway Company and the Minnesota, St. Croix & Wisconsin Railroad Company, dated the seventeenth day of July, A.D. 1886, in respect of maintaining and operating the said connection at Mississippi Street, aforesaid, with the tracks of said Saint Paul, Minneapolis & Manitoba Railway; and it is mutually agreed that the sum or sums of money to become due and payable to the said Saint Paul, Minneapolis & Manitoba Railway Company therefor, shall be included in, and form part of, the cost and expense of maintenance to which the Saint Croix Company is bound to contribute under Article Four of this Agreement.

ARTICLE FOURTH.

Section 1.—The Pacific Company shall keep accurate and true accounts in detail of the actual cost and expense of any and all of the permanent improvements or addi-

tions upon which the Saint Croix Company shall be required to pay rental under the provisions of this Agreement, and of the cost and expense of maintaining, repairing and replacing the railway, property and appurtenances, the use of which is or shall be granted unto the Saint Croix Company by or in pursuance of this Agreement.

The Pacific Company shall keep accurate and true accounts of the whole number of wheels run over said railway, property and appurtenances, by all parties using the same, in each and every month during said term; and in like manner accurate and true accounts shall be kept by the Saint Croix Company of the number of wheels it shall run over such railway, property and appurtenances; it being hereby stipulated for the purposes of this Agreement that all eight-wheeled locomotives shall be accounted twelve wheels.

On or before the tenth day of each month during said term the Pacific Company shall make and deliver to the Saint Croix Company, at its general offices in the city of Milwaukee, a true and accurate statement of the whole number of wheels run during the preceding calendar month upon or over the railway, property or appurtenances, the use of which is or shall be granted to the Saint Croix Company under this Agreement, by all parties who shall use the same; and on or before the third day of each month, during said term, the Saint Croix Company shall make and deliver unto the Pacific Company, at its principal office in the city of Saint Paul, Minnesota, a

true and accurate statement of all wheels run by it upon or over such railway, property and appurtenances during the preceding calendar month.

Section 2.—The Pacific Company shall keep and maintain in good order, condition and repair, during said term, the railway, property and appurtenances between the points “B” and “C,” and between the points “C” and “D,” respectively, the right to use which is, or shall be granted unto the Saint Croix Company by or under this Agreement, renewing and replacing the same and the different parts thereof when and as may be necessary ; and such part and share of the actual cost and expense thereof in respect of said pieces or parcels of railway after the rental aforesaid shall begin to accrue, shall be paid by the Saint Croix Company to the Pacific Company, at its principal office, in the city of Saint Paul, as shall bear the same proportion to the whole of said cost and expense as the number of wheels run by the Saint Croix Company upon or over such respective lines, or pieces and parcels of railway, property and appurtenances each month bears to the whole number of wheels run thereon by all parties who shall have used the said property during the same month ; such portion shall be determined and settled monthly, and the amount due therefor shall be paid to the Pacific Company within ten days after the Pacific Company shall have delivered to the Saint Croix Company, at its general office in the city of Milwaukee, a detailed statement and account in writing of such cost and expense.

Section 3.—It is expressly understood, and it is hereby covenanted and agreed by and between the parties hereto, that in each and every case where, in this Agreement, the word “value” is used as the basis for rental, in reference to the railways, property and premises, the use whereof is hereby demised to the Saint Croix Company, the said “value” shall be strictly and conclusively construed to mean the actual cost of such railways, premises and property, with interest at the rate of six (6) per cent. per annum on the several disbursements made therefor, to the time of the accruing of said rental, or increased rental (as the case may be), under this Agreement.

Section 4.—Whenever, during said term, the Pacific Company and the Saint Paul Company, or either of them, shall make, or cause to be made, to or upon the railway, property and appurtenances, the use of which is granted to the Saint Croix Company under this Agreement, any improvements or additions of a permanent or substantial nature which shall be reasonably necessary for the proper transaction of the business thereof, the actual cost and expense of such improvements or additions shall be added to the value of such railway, property and appurtenances, as such value, that is to say, cost and interest as aforesaid, shall be established under the provisions of this Agreement; and such value as so increased shall thereafter, until again increased under the provisions of this Agreement, consti-

tute and be the basis and amount upon which the rental to be paid by the Saint Croix Company as aforesaid shall be computed; but the Saint Croix Company shall first be consulted as to the necessity of such improvements or additions, and as to the plans therefor, and any difference between the parties hereto, as to the necessity for, or the character, location or plans of any such proposed improvements or additions, shall be submitted to the decisions of arbitrators, to be chosen as hereinafter provided.

Section 5.—The accounts, and each and every of them, contemplated by this Agreement, shall be open to inspection, at all reasonable times, by the proper representatives of the parties hereto, at the general offices in Saint Paul or Milwaukee, as the case may be, of the parties herein and hereby required to keep the same.

Section 6.—The Saint Croix Company shall pay all taxes assessed or payable upon, or on account of, the earnings derived by it from the use of the railway, property and appurtenances, the use of which is or shall be granted to it under the provisions of this Agreement.

Section 7.—The use of the railway, property and appurtenances, the right to which use is or shall be granted by or under the provisions of this Agreement unto the Saint Croix Company, shall be joint and concurrent with, and not exclusive of, the use of the same

by the Pacific Company and the Saint Paul Company, or either of them, and by any other companies, parties or persons the Pacific Company may admit to such use.

The Saint Croix Company shall not, during said term, use any part of the main track of the Saint Paul Company or of the Pacific Company, for switching purposes, further than it shall be necessary, and in the ordinary course of business, to set in and take out cars to and from side tracks; and the Saint Croix Company shall not use any main track of the Saint Paul Company or of the Pacific Company, for any switching purposes herein authorized, in a manner which shall delay or hinder the business of trains of the Pacific Company or any other company that may be entitled to use the same; provided, however, that neither the Pacific Company nor the Saint Paul Company shall have the right to lease or grant, during the said term, any use of or any right to use, the said railway and property, the use of which is or shall be granted to the Saint Croix Company under this Agreement, to an extent which shall materially interfere with the reasonable enjoyment thereof, during the said term, by the Saint Croix Company under this Agreement.

Section 8.—The rental herein reserved, after the same shall have begun to accrue as herein provided, shall be paid whether the leased property shall be actually used by the Saint Croix Company or not, unless the use thereof shall have been prevented by the fault of the Pacific Company; and all rentals payable under the terms and

provisions of this Agreement shall be paid by the Saint Croix Company to the Pacific Company at the principal office of the Pacific Company, in the city of Saint Paul, on or before the twentieth day of each month, during the term of this Agreement.

And the Pacific Company shall account for, and pay over to the Saint Paul Company, the entire amount of rentals it, the Pacific Company, shall receive from the Saint Croix Company under or in pursuance of any of the provisions of this Agreement; which entire rentals shall be paid to and accepted by the Saint Paul Company, as and for forty per centum of the entire receipts for the transportation of persons and property carried by the Saint Croix Company, its successors or assigns, on and over the said railroads or parts of railroads, the use whereof is by this Agreement granted, leased or devised to the Saint Croix Company, according to the first clause of Article First of the said Indenture of Contract and Lease, dated June 1st, 1883, defining the words "gross earnings," as used in the said Indenture.

Section 9.—All local business between the Saint Paul Station and Trout Brook Junction shall belong exclusively to, and shall be done by, the Pacific Company, and none thereof shall belong to, or be transacted by the Saint Croix Company. If, however, the Saint Croix Company shall be required, in the performance of its duty as a common carrier, to do any local business between the said points, it shall account for the same and pay to the

Pacific Company fifty (50) per cent. of all moneys received therefor. The term "local business," as used in this section of this Agreement, means all freight, passenger, mail, express and other business originating at the Saint Paul Station or Trout Brook Junction, or points intermediate the same, and destined to either of said points, or points intermediate the same.

ARTICLE FIFTH.

Section 1.—The Saint Croix Company shall, and hereby does, assume all risk and liability for injury or damage to its own property or to that of third persons, occasioned by its trains, cars or locomotives, or by any of its agents, officers or servants employed in the running, operation or management of its trains, cars or engines, while upon the railway, property or appurtenances, the right to which is or shall be granted to it by or under this Agreement, or by the officers, agents or servants of the Pacific Company making or giving the time-cards, rules, regulations, orders or directions for, or otherwise having to do with, the management, starting, moving, running or operation of said trains, cars or locomotives; such officers, agents and servants of the Pacific Company are for those purposes to be deemed the agents of each and all the companies using the said railway, property and appurtenances. And the Saint Croix Company shall and will, during said term, save, hold and keep harmless, the Pacific Company and the Saint Paul Company, and

their respective successors and assigns, from all demands, loss or damage on account thereof, except only when such injury shall have been occasioned solely by the negligent act or omission of the Pacific Company or the Saint Paul Company, or any other party, person or corporation who shall be admitted to the use of the same property, their or any of their sole agents, servants or officers. It is agreed, however, between the parties hereto, that any latent or unknown defect in such railway, property or appurtenances, or such defects as may be equally known to both parties hereto, shall not be considered to be the negligent or wrongful act or omission of the Saint Paul Company or the Pacific Company, or either of their sole agents, servants or officers, within the meaning of this Agreement, unless, after reasonable notice of the existence, they or either of them shall have unreasonably omitted to repair the same. And any defective fence, or lack of fence, along such railway, property or appurtenances, shall not be required or considered to be the negligent act or omission of the said Pacific Company or the Saint Paul Company, nor shall a failure to erect sign-boards in compliance with the laws of this State as they now are or hereafter shall exist, or the erection of sign-boards which do not fully comply with said laws, be held or considered to be the negligent act or omission of the Saint Paul Company or the Pacific Company, or their or either of their sole agents or officers; but in order to protect itself against liability, loss or damage by reason of such defective fence, or lack of fence, or by reason of such

failure to erect or maintain such sign-boards as may be required by law, the Saint Croix Company, if, upon reasonable notice, the Saint Paul Company or the Pacific Company shall fail to do so, may erect, repair or change such fences and sign-boards so as to conform to the law, at the cost and expense of the Pacific Company ; the Saint Croix Company, after being reimbursed for such cost and expense, to pay to the Pacific Company such additional sum by way of rental, or contribution to repairs, as shall be proper under the provisions of this Agreement.

And in case of any suit or suits against the Pacific Company or the Saint Paul Company growing out of the use or occupation of said railway, property and appurtenances by the Saint Croix Company, or any loss or damage occasioned thereby, then the party against which suit or action shall be commenced shall give the Saint Croix Company notice thereof; and it shall thereupon be the duty of the Saint Croix Company to attend to the defence of the same, and save and hold the party against whom such action shall have been commenced free and harmless from all loss, damage, judgment or judgments, expense, counsel fees, cost and liability on account thereof.

Section 2.—The movement of trains, cars and engines upon the railway, property and appurtenances, the use of which is or shall be granted to the Saint Croix Company by or under the provisions of this Agreement, shall be under the immediate direction of the Superintendent or other proper officer or agent of the Pacific Company ; but

all time-cards, rules, regulations and orders for the movement of trains, cars and engines thereon shall be reasonable, just and fair to all parties using the said property, without undue preference or discrimination in favor of or against either, and if the Saint Croix Company shall at any time deem the time-cards, rules and regulations or orders aforesaid oppressive, unreasonable or unjust in any respect, and the Pacific Company shall fail or refuse to modify, alter or change the same as desired or requested by the Saint Croix Company, the difference so arising shall be referred to and determined by arbitrators to be chosen as hereinafter provided. All passenger trains shall have the right of way over all other business on such railway, property and appurtenances; and when trains of the Pacific Company and of the Saint Croix Company arrive simultaneously at a point of connection, the trains of the Pacific Company shall have preference over like trains of the Saint Croix Company.

Section 3.—If at any time hereafter, during the term of this Agreement, the Saint Paul Company shall, by extension of its line of railway, obtain connection with the tracks of the Saint Paul Union Depot Company, in the city of Saint Paul, in whatsoever manner the same shall be effected, it shall, upon demand made thereafter during the said term by the Saint Croix Company, within a reasonable time, furnish the Saint Croix Company with a detailed statement of the actual cost and expense of the construction of its track lying between the point marked

"C" on Exhibit One hereto attached and made part hereof, and the point of connection with the tracks of the Saint Paul Union Depot Company, and the date of each disbursement therefor, including interest thereon, at the rate of six (6) per centum per annum, and if said Saint Croix Company shall desire to use such connection, it may and shall give said first and second parties hereto, their successors or assigns, notice in writing of its intention to use the same, and of the time when it intends to commence such use, and from that time to the end of said term, such track between said point "C" and said connection with the tracks of the Saint Paul Union Depot Company shall be deemed to be an improvement and addition to said line between Trout Brook Junction and said point "C," and the Saint Croix Company shall thence be entitled to use the same in like manner and for like purposes and upon like terms as is herein prescribed for the use of said track between said Trout Brook Junction and said point "C;" provided, however, that if at any time, during the term hereof, the Saint Croix Company shall desire to acquire the right to use the lines of the Saint Paul Company between Saint Paul and Minneapolis, and into said cities, and shall give six months' written notice of its desire thereto, said first and second parties agree to enter into a written contract therefor with the Saint Croix Company, upon terms in all respects as favorable to it as shall be then enjoyed by any other party using said lines between and into said cities, respectively.

Section 4.—The rights and privileges hereby granted unto the Saint Croix Company shall be in full force and effect, except where a different time is hereinabove named or and during the full term of twenty-five (25) years, from and after the date hereof, and if said Saint Croix Company shall then elect, this Agreement shall thereafter continue for the further term of ninety-nine (99) years; provided, however, that if the Saint Croix Company desires to have this Agreement continued for said further term of ninety-nine (99) years, it shall, on or before the first day of January, A.D. 1910, notify said first and second parties of its election to continue this contract for such extended period, and failing such notice, this Agreement shall absolutely determine at the expiration of said term of twenty-five (25) years.

Section 5.—It is further covenanted and agreed by and between the parties hereto, that for the better security of the advantages intended to be gained by this Agreement during the entire period of the term hereof, that in case the said indenture of lease dated the first day of June, A.D. 1883, and the estate and interest thereby granted to the Pacific Company shall for any cause or in any manner be or become terminated before the expiration of this Agreement, and the railway, premises and property therein and thereby granted, demised and leased, shall revert or be surrendered to the Saint Paul Company, its successors or assigns, then in such case, and forthwith after the happening of such event, the Saint

Paul Company, its successors or assigns, shall take the place of the Pacific Company under this Agreement, and shall be entitled to all and singular the benefits of this Agreement, and become bound by all the obligations hereof to the same extent, and in the same manner and in all respects as the Pacific Company would be entitled and obligated hereunder if it continued during the entire term of this Agreement to be the lessee in possession of the said railway, premises and property under the said indenture.

Section 6.—This lease and the terms and provisions of the same shall be applicable to, and binding upon, the successors and assigns of the respective parties hereto, and such successors and assigns shall be severally bound to the performance, keeping and observance of the premises, covenants and agreements herein set forth and agreed to be kept, observed and performed or fulfilled by the respective parties hereto. The rights, powers, privileges and interests hereby granted to the Saint Croix Company shall be deemed inseparable and indivisible, and not the subject of partial assignment or transfer; and any assignment by the Saint Croix Company of any right, power, interest or privilege granted hereby, less than all, shall be deemed to assign and transfer all the rights, powers and privileges of the assignor under this Agreement, and thereafter such assignor shall not have or possess or exercise any powers, interests, rights or privileges granted to it by or under this Agreement, or in relation to the property embraced herein or hereby.

Section 7.—Any and all questions that shall arise touching this contract, or the construction hereof, or of anything herein contained, or concerning the business or mode of transacting the business to be carried on under the provisions hereof, upon which the parties in interest cannot agree, shall be submitted to the decision of three disinterested persons experienced in railway management, one to be selected by the Saint Croix Company, and one by the Saint Paul Company and the Pacific Company jointly, or by that one of said two last-named companies that such question or questions may affect; and if either party shall refuse or neglect to appoint an arbitrator on its part within fifteen days after written notice from the other party of its appointment of an arbitrator, the arbitrator so appointed by the party giving such notice, may and shall select and appoint a disinterested person experienced in railway management to act as arbitrator for and in behalf of the party so notified and refusing or neglecting to appoint an arbitrator on its part, and the two thus chosen shall select a third; and the decision or award of said arbitrators, or any two of them, shall be binding and conclusive on said parties in respect of the matter so submitted. The award of any arbitrators chosen hereunder shall be in writing, and a copy thereof shall be served by them, or some one or more of them, upon the parties hereto, within thirty days after the time when such arbitrators shall have made their award. And it is further mutually agreed that any difference that may arise as to the construction of, or the

transaction of, any business under any of the provisions of this Agreement, shall not interrupt the transaction of such business, but all said business shall continue to be transacted, and statements and payments in respect thereof made, in the same manner in which the same shall have been transacted and made prior to the arising of such differences, until the matters of difference shall have been fully determined by arbitrators appointed as aforesaid; and thereupon such payments or restitution shall be made as may be required by the decision or award of said arbitrators.

IN WITNESS WHEREOF, the parties hereto have, by resolution of their respective Boards of Directors, caused this Agreement to be signed in triplicate originals by their respective Presidents or Vice-Presidents, and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries, this fifteenth day of November, one thousand eight hundred and eighty-seven.

SAINT PAUL & NORTHERN PACIFIC RAILWAY COMPANY.

By

Corporate Seal
of
St. P. & N. P. R'y Co.

T. F. OAKES,

Vice-President.

Attest :

GEO. S. JONES,

Secretary.

NORTHERN PACIFIC RAILROAD COMPANY,

By

Corporate Seal
of
N. P. R.R.

ROBERT HARRIS,

President.

Attest :

SAM'L WILKESON,

Secretary.

SAINT PAUL & SAINT CROIX FALLS RAILWAY COMPANY,

By

Corporate Seal
of
St. P. & St. C. F. R'y Co.

HENRY B. WENZELL,

President.

Attest :

EDWIN A. JAGGARD,

Secretary.

STATE OF MINNESOTA, }
COUNTY OF RAMSEY, } ss.

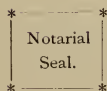
Be it known, that on this 6th day of July, A.D. one thousand eight hundred and eighty-eight, before me, a Notary Public in and for the said County and State, personally came Thomas F. Oakes, to me well known, and known to me to be the identical person who executed the foregoing instrument as Vice-President of the Saint Paul & Northern Pacific Railway Company ; and he, being by me duly sworn, did depose and say that he is, and at the time of the execution of said instrument was, the Vice-President of the said Company, and that George S. Jones is, and then was, the Secretary of the said Company ; that he knows the corporate seal of the said Company, that the seal affixed to the foregoing instrument, as such, is said corporate seal, that the said seal was so affixed by authority of the Board of Directors of the said Company ; and that he, as Vice-President aforesaid, executed the said instrument, and the said George S. Jones, as Secretary aforesaid, attested the said seal, by like authority.

And I further certify that the said Thomas F. Oakes, Vice-President as aforesaid, then and there acknowledged the execution of the said instrument, and that the same is the free and voluntary act and deed of the said Saint Paul & Northern Pacific Railway Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above mentioned.

P. P. STARIN,

Notary Public, Minnesota.



STATE OF MINNESOTA,
COUNTY OF RAMSEY, } ss.

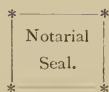
Be it known, that on this eighteenth day of June, A.D. one thousand eight hundred and eighty-eight, before me, a Notary Public, duly appointed by the Governor of the State of Minnesota, to take the proof or acknowledgment of deeds and other instruments to be used or recorded in the State of Minnesota, at my office, personally came Henry B. Wenzell, to me well known, and known to me to be the identical person who executed the foregoing instrument as President of the St. Paul & St. Croix Falls Railway Company ; and he, being by me duly sworn, did depose and say that he is, and at the time of the execution of said instrument was, the President of the said Company, and that Edwin A. Jaggard is, and then was, the Secretary of the said Company ; that he knows the corporate seal of the said Company, that the seal affixed to the foregoing instrument, as such, is said corporate seal, that the said seal was so affixed by authority of the Board of Directors of the said Company ; and that he, as President aforesaid, executed the said instrument, and the said Edwin A. Jaggard, as Secretary aforesaid, attested the said seal, by like authority.

And I further certify that the said Henry B. Wenzell, President as aforesaid, then and there acknowledged the execution of the said instrument, and that the same is the free and voluntary act and deed of the said St. Paul & St. Croix Falls Railway Company.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, at my said office, the day and year aforesaid.

FRANCIS B. TIFFANY,

Notary Public, Ramsey County, Minnesota.



STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

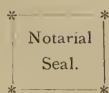
Be it known, that on this Eleventh day of June, A.D. one thousand eight hundred and eighty-eight, before me, a commissioner duly appointed by the Governor of the State of Minnesota, to take in the State of New York the proof or acknowledgment of deeds and other instruments to be used or recorded in the State of Minnesota, at my office in said City of New York, personally came Robert Harris, to me well known, and known to me to be the identical person who executed the foregoing instrument as President of the Northern Pacific Railroad Company ; and he, being by me duly sworn, did depose and say that he is, and at the time of the execution of said instrument was, the President of the said Company, and that Samuel Wilkeson is, and then was, the Secretary of the said Company ; that he knows the corporate seal of the said Company, that the seal affixed to the foregoing instrument, as such, is said corporate seal, that the said seal was so affixed by authority of the Board of Directors of the said Company ; and that he, as President aforesaid, executed the said instrument, and the said Samuel Wilkeson, as Secretary aforesaid, attested the said seal, by like authority.

And I further certify that the said Robert Harris, President as aforesaid, then and there acknowledged the execution of the said instrument, and that the same is the free and voluntary act and deed of the said Northern Pacific Railroad Company.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, as Commissioner aforesaid, at my said office, the day and year aforesaid.

L. R. KIDDER,

Commissioner of Deeds in New York for State of Minnesota.





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